

# INSTALLMENT LOAN AGREEMENT & TRUTH-IN-LENDING ACT DISCLOSURE

In this Installment Loan Agreement (this "Agreement") the words "you" and "your" mean each customer so named below, the words "we", "us" and "our" mean CASH LOANS NOW and which is the "Lender" in this transaction.

Lender **CASH LOANS NOW**  
425 E. MAIN STREET SUITE A, FARMINGTON, NM 87401  
Date on Loan: 03/11/08

Borrower: \_\_\_\_\_  
Loan Number: 10375

## FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
1147.14 %	\$540.90	\$50.00	\$590.90

**PAYMENT SCHEDULE:** 23 semi-monthly payments of \$24.50 starting on 03/31/08.  
1 final payment of \$27.40 due on 03/16/09 for a total of 24 payments.

**SECURITY:** I am giving a security in the Voluntary ACH Agreement.

**LATE PAYMENT:** If a payment is 10 days late, you may be charged 5.00% of the unpaid portion of the payment or \$10 whichever is greater.

**PREPAYMENT:** If I payoff early, I will be entitled to a refund of part of the finance charge.

See the information below and on the other side for additional information about contract terms, nonpayment, and default.

### Itemization of the Amount Financed of \$50.00

- |                                       |         |
|---------------------------------------|---------|
| 1. Amount paid directly to you.       | \$50.00 |
| 2. Amount paid on previous loan # N/A | \$0.00  |
| 3. Total Amount Financed:             | \$50.00 |

### Itemization of the Finance Charge of \$540.90

- |                                     |          |
|-------------------------------------|----------|
| 1. Interest Charge:                 | \$540.90 |
| 2. Document Preparation Fee Charge: | \$0.00   |
| 3. Bank fee Charge:                 | \$0.00   |
| 4. Total Finance Charge:            | \$540.90 |

**RATES:** The Annual Percentage Rate on this loan is 1147.14% The Interest Rate on this loan is 1147.14%.

**PROMISE TO PAY:** You Promise to pay to CASH LOANS NOW, the amount due shown above in Total of Payments of \$590.90.

**ACCELERATION:** If you fail to make any of the scheduled payments under the terms of this Agreement, or are otherwise in default as defined below, Lender may declare the entire balance outstanding and owed under the Agreement as immediately due without notice to you.

**ATTORNEY'S FEES:** You agree that in the event you default in performing any of your obligations under this Agreement you shall pay all lawful collection costs associated with your default, including costs and reasonable attorney's fees.

**DEFAULT:** You will be in default under the Agreement if, for any reason, you fail to make payment in the full amount required by this Agreement on the date due. If I fail to make the final installment payment, I understand that interest will continue to accrue on any remaining unpaid balance at the Annual Percentage Rate disclosed above until the loan is paid in full or until entry of judgment. After the entry of judgment, interest will accrue at the maximum amount allowed by law.

**RETURNED CHECK FEE:** You agree to pay to Lender the amount of \$25.00 if the ACH or debit card with which you make your payment is dishonored.

**PREPAYMENT:** You have a right to prepay this loan in full by cash, renewal, refinancing, or a new loan without penalty.

**GOVERNING LAWS:** The Agreement shall be construed in accordance with and governed by federal law with respect to the Arbitration Agreement and the laws of the State of New Mexico without giving effect to any choice of law rule.

**SEVERABILITY:** If any provision of this Agreement or the application of any provision of this Agreement to any person, place or circumstance shall be determined to be invalid, unenforceable or void, the remainder of the Agreement, and the remainder of those provisions of this Agreement as applied to other persons, places and circumstances, shall remain in full force and effect.

**WAIVER:** No waiver of your or our rights is effective unless in writing. No written waiver for any one situation shall apply to any other situation. If either you or we fail to exercise or delay in exercising any right or remedy, this will not constitute a waiver of that or any other right or remedy.

**VOLUNTARY ACH:** Under New Mexico Law, you have the right to revoke your authorization for the Voluntary ACH Agreement at any time by notifying the Lender in writing. The amounts due under this Agreement are not affected if you revoke your Voluntary ACH Agreement.

### Section 66-8.1-8.30 NMSA

Charges on consumer loans made under the New Mexico Money, Interest, and Usury Act shall not be paid, deducted or received in advance. Such charges shall not be compounded. However, if part or all of the consideration for a loan contract is the unpaid principal balance of a prior loan, then the principal amount payable under the loan contract may include any unpaid charges which have accrued within sixty days of the prior loan. Such charges shall be computed on the basis of the number of days that have actually elapsed. For the purpose of computing charges, whether at the maximum rate or less, a month shall be any period of thirty consecutive days and the rate of charge for each day shall be one-thirtieth of the monthly rate.

By signing this Agreement you acknowledge that you have read, understand, and agree to all of its terms and conditions of this Agreement, including the "Arbitration Agreement" contained on the back of this form, and acknowledge receipt of the transaction proceeds in the amount stated above. You further acknowledge that this Agreement was filled in before you signed and that you have received a completed copy. I declare the information contained in this Agreement is true and correct to the best of my knowledge.

Borrower \_\_\_\_\_

Da \_\_\_\_\_

Lender's Authorized Represen \_\_\_\_\_

Borrower \_\_\_\_\_

Date: \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT  
ARBITRATION AGREEMENT**

Except as stated in the next sentence, you and we agree that any "dispute," regardless of when it arose, shall be resolved by arbitration in accordance with this Agreement. However, you and we each retain the right to resolve any dispute in small claims court for disputes that are within the jurisdiction of such courts. Judgment on the arbitrator's award may be entered in any court having jurisdiction. The arbitration provisions of this Agreement shall survive the closing and repayment of your transactions.

For purposes of this Agreement, the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to the Application, this Agreement (including this Arbitration Agreement), or any prior agreement or agreements between you and us; (b) all counterclaims, cross-claims and third party claims; (c) all common law claims, based upon contract, tort, fraud, and other intentional torts; (d) all claims based upon a violation of any state or federal constitution, statute or regulation; (e) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us, and (f) all claims asserted by you individually, as a private attorney general, as a representative and/or member of a class of persons, or in any other representative capacity, against us and/or any of our employees, agents, officers, shareholders, members, directors, managers, governors, or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief.

Arbitration is a means of having an independent third party resolve a dispute. Each arbitration, including the selecting of the arbitrator, will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, in addition, the Due Process Protocol for Mediation and Arbitration of Consumer Disputes most recently in effect. Each arbitration will be governed by the Federal Arbitration Act (Title 9 of the United States Code). You can initiate an arbitration proceeding by filing the necessary forms with the AAA. To learn more about arbitration procedures, arbitrator rosters or how to initiate an arbitration, simply call any office of the AAA for more information at (800) 891-4741 or visit <http://www.adr.org> on the world wide web. You can initiate a small claims proceeding by filing a complaint with the small claims court. To learn more about small claims court and how to initiate a small claims court proceeding, call your local small claims court administrator. You can find the telephone number of the AAA or the small claims court administrator by looking in a telephone book or by calling directory assistance.

Each party, you and we, shall each bear its own costs and expenses, including attorney's fees, incurred with respect to the arbitration. However, if under the circumstances relating to the dispute (including, among other things, the size and nature of the dispute, the nature of the services that we have provided you, and your ability to pay) it would be unfair or burdensome for you to pay the AAA's filing fees or other fees, we will pay those fees for you.

Only disputes involving you and us may be addressed in the arbitration. The arbitration may not address any dispute on a "class action" basis. This means that the arbitration may not address disputes involving other persons, which may be similar to the disputes between you and us.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court in the State of New Mexico could order or grant. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any loan other than your own.

BY AGREEING TO ARBITRATE ANY DISPUTE, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY PROCEEDINGS EXCEPT AS PROVIDED FOR ABOVE OR IN THE ARBITRATION RULES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE LAWS GOVERNING ARBITRATION AWARDS, OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

All statute of limitations that are applicable to any dispute shall apply to any arbitration between you and us.

**NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION**

**REVIEWED AND AGREED TO ARBITRATION:**

Borrower Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Lender's authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Borrower Signature: \_\_\_\_\_

Date: \_\_\_\_\_